



Uniform Terms and Conditions

SOLICITATION NO.: ADED13-00002543

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OF

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TITLE: IIS-Instructional Support Tools

State of Arizona
Az Dept. of Education
1535 W. Jefferson Street
Phoenix, AZ 85007

UNIFORM TERMS AND CONDITIONS

1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - 1.1 "*Attachment*" means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - 1.2 "*Contract*" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.3 "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.4 "*Contractor*" means any person who has a Contract with the State.
 - 1.5 "*Days*" means calendar days unless otherwise specified.
 - 1.6 "*Exhibit*" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - 1.7 "*Gratuity*" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.8 "*Materials*" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - 1.9 "*Procurement Officer*" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.10 "*Services*" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - 1.11 "*Subcontract*" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

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1.12 “State” means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 “State Fiscal Year” means the period beginning with July 1 and ending June 30,

2 Contract Interpretation

2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- 2.3.1 Special Terms and Conditions;
- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Statement or Scope of Work;
- 2.3.4 Specifications;
- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver. Either party’s failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or

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acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract administration and operation.

- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a

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patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of the contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers or any employee thereof to ensure compliance. Should the State determine that the contractor and or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including but not limited to; suspension of work, termination of the contract for default and suspension and or debarment of the contractor.

3.10 E-Verify Requirements In accordance with A.R.S § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. 23-214, Subsection A.

3.11 Scrutinized Businesses In accordance with A.R.S. §§ 35-391 and 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

4 Costs and Payments



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- 4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes.
- 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.
- 4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1 Accept a decrease in price offered by the, contractor
- 4.5.2 Cancel the Contract
- 4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes



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- 5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

- 6.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

- 6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.
- 6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence,



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misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition;
or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or



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effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

7.6 Survival of Rights and Obligations after Contract Expiration or Termination.



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7.6.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.



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8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt



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of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 Contract Claims. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 Arbitration. The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

11.1.1 Comments Welcome. The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona 85007.



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1. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. § 41-2501 et seq., the State of Arizona intends to establish a Contract for the materials or services as listed herein in service to the Arizona Department of Education.

2. Order Process

The award of a Contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under contract with the State is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

3. Non-Exclusive Contract

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona and MCEA. The State reserves the right to obtain like goods or services from another source, when necessary, or when determined to be in the best interest of the State.

4. Contract Type

Fixed Price

5. Term of Contract

The term of any resultant Contract shall commence on date of award and shall continue for a period of five (5) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

6. Contract Extensions Five (5) Year Maximum

The Contract term is for the stated period of five (5) years. However, the Contract shall be subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years.

7. Volume of Work

The State does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

8. Key Personnel

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions if required.

8.1 The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.

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8.2 Key personnel who are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.

9. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

10. Licenses

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

11. Warranty

The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens.

12. Quality

Unless otherwise modified elsewhere in the terms and conditions, the Contractor warrants that, for one (1) year after acceptance by the State, the Materials shall be:

- 12.1 Of a quality to pass without objection in the trade under the Contract description;
- 12.2 Fit for the intended purposes for which the Materials are used;
- 12.3 Conform to the written promises or affirmations of fact made by the Contractor; and
- 12.4 Fully compatible with the State's computer hardware and software environment.

13. Fitness

The Contractor warrants that any Materials supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

14. Inspection/Testing

The warranties set forth in the Uniform Terms and Conditions Subparagraphs 7.1 through 7.3 are not affected by inspection or testing of or payment for the Materials by the State.

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15. Compliance with Applicable Laws

The Materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors shall perform the Services described in this Contract in accordance with the Statement of Work.

Contractor represents and warrants that the Materials provided through this Contract and Statement of Work shall be free of viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Materials, collect unlawful personally identifiable information on users or prevent the Materials from performing as required under the terms and conditions of this Contract.

16. Survival of Rights and Obligations after Contract Expiration or Termination

16.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

16.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer including, without limitation, all purchase orders received prior to, but not fully performed and satisfied at the expiration or termination of this Contract.

17. Cooperation with Other Contractors and Subcontractors

The Contractor shall fully cooperate with other State Contractors, Subcontractors and Assigns and carefully plans and performs its own work to accommodate the work of other Contractors. The Contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other State Contractors.

18. Changes

The State reserves the right to revise the delivery schedule and make other changes within the Scope of Work as may be deemed necessary to best serve the interest of the State. All changes shall be documented by formal amendments to the Contract. Changes made without benefit of a formal amendment will not be valid.

19. Indemnification

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or

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expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

20. Indemnification - Patent and Copyright

With respect solely to Materials provided or proposed by Contractor or Contractor's agents, employees, or subcontractors (each a "Contractor Party") for performance of this Contract, Contractor shall indemnify, defend and hold harmless the State, its departments, agencies, boards, commissions, universities, officers, agents and employees (collectively, the "Indemnitee"), against any third-party claims for liability, including, but not limited to, reasonable costs and expenses, including attorneys' fees, for infringement or violation of any patent, trademark or, copyright or trade secret, by such Materials or the State's use thereof. In addition, with respect to claims arising from computer hardware or software manufactured or developed solely by a third party, Contractor shall pass through to the State such indemnity rights as it receives from such third party (the "Third Party Obligation") and will cooperate in enforcing them; provided, however, that (i) if the third party manufacturer fails to honor the Third Party Obligation, or (ii) the Third Party Obligation is insufficient to fully indemnify the State, Contractor shall indemnify, defend and hold harmless the State against such claims in their entirety or for the balance of any liability not fully covered by the Third Party Obligation.

The State shall reasonably notify the Contractor of any claim for which Contractor may be liable under this section. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply. Contractor shall have control, subject to the reasonable approval of the State, of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when substantial principles of government or public law are involved or when involvement of the State is otherwise mandated by law, the State may elect, in its sole and absolute discretion, to participate in such action at its own expense with respect to attorneys' fees and costs, but not liability, and the State shall have the right to approve or disapprove any settlement, which approval shall not be unreasonably withheld or delayed. The State shall reasonably cooperate in the defense and any related settlement negotiations.

If Contractor believes at any time that any Materials provided or in use pursuant to this Contract infringe a third party's intellectual property rights; Contractor shall, at Contractor's sole cost and expense, and upon receipt of the State's prior written consent, which shall not be unreasonably withheld, (i) replace an infringing Material with a non-infringing Material; (ii) obtain for the State the right to continue to use the infringing Material; or (iii) modify the infringing Material to be non-infringing, provided that following any replacement or modification made pursuant to the foregoing, the Material continues to function in accordance with the Contract. Contractor's failure or inability to accomplish any of the foregoing shall be deemed a material breach of this Contract.

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Notwithstanding the foregoing, Contractor shall not be liable for any claim for infringement based solely on any Indemnitee's:

- 20.1 modification of Materials provided by Contractor other than as contemplated by the Contract or the specifications of such Materials or as otherwise authorized or proposed in any way by Contractor or a Contractor Party;
- 20.2 use of the Materials in a manner other than as contemplated by this Contract or the specifications of such Materials, or as otherwise authorized or proposed in any way by Contractor or a Contractor Party; or
- 20.3 use of the Materials in combination, operation, or use with other products in a manner not contemplated by the Contract, or, the specifications of such Materials, or as otherwise authorized or proposed in any way by Contractor or a Contractor Party.

Contractor certifies, represents and warrants to the State that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of the Contract for the acquisition, operation or maintenance of Materials in violation of intellectual property laws.

21. Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. Contractor shall also procure and maintain coverage for financial loss arising out of the Contractors or subcontractors acts errors or omissions that result in a financial loss.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

Commercial General Liability – Occurrence Form policy shall include bodily injury, property damage personal injury and broad form contractual liability coverage.

General Aggregate	\$10,000,000
Products – Completed Operations Aggregate	\$ 1,000,000
Personal and Advertising Injury	\$10,000,000
Blanket Contractual Liability – Written and Oral	\$10,000,000
Damage to Rented Premises	\$ 50,000
Each Occurrence	\$10,000,000

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Professional Errors and Omissions (Technology Errors and Omissions Insurance)

The policy shall cover actual or alleged acts, errors or omissions committed by the Contractor, its subcontractors, agents or employees, arising out of the performance of this Agreement. The policy coverage shall also extend to include personal injury, bodily injury, property damage and financial loss from the performance of professional service and/or arising out of the program.

Each Claim	\$20,000,000
Annual Aggregate	\$20,000,000

Coverage to include:

- Systems analysis;
- Software design;
- Systems programming;
- Data processing;
- Systems integration;
- Outsourcing including outsourcing development and design;
- Systems design, consulting, development and modification;
- Training services relating to computer software or hardware;
- Management, repair and maintenance of computer products, networks and systems;
- Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and
- Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output.

The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor"***. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. Said policies to contain no provision that would prevent, preclude or exclude a claim brought by the State of Arizona.

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

Computer Security and Privacy Liability

The policy shall cover actual or alleged acts, errors or omissions committed by the Contractor, its subcontractors, agents or employees. The policy shall also extend to include the intentional, fraudulent or criminal acts of the Contractor, its subcontractors, agents or employees. The policy shall expressly provide, but not be limited to, coverage for the following perils:

- Unauthorized use/access of a computer system;
- Defense of any regulatory action involving a breach of privacy;
- Failure to protect confidential information (personal and commercial Information) from disclosure;
- Notification costs, whether or not required by statute.

Each Claim	\$20,000,000
Annual Aggregate	\$20,000,000

The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.*** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. Said policies to contain no provision that would prevent, preclude or exclude a claim brought by the State of Arizona.

The Contractor shall be responsible for all claims expenses and loss payments within the policy deductible. If the policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded. Such insurance shall be subject to the terms and conditions and exclusions that are usual and customary for this type of insurance.

If this insurance is provided on a claims-made basis, the Contractor shall maintain continuous insurance coverage during the term of this Contract and in addition to the coverage requirements above, such policy shall provide that:

- Policy retroactive date coincides with or precedes the insureds' initial services under the Contract and shall continue until the termination of the Contract (including subsequent policies purchased as renewals or replacements);
- Policy allows for reporting of circumstances or incidents that might give rise to future claims; and
- Not less than a three (3) year extended reporting period with respect to events which occurred but were not reported during the term of the policy or ongoing coverage is maintained.

Employee Dishonesty/Fidelity or Crime Insurance

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Annual Policy Limit

\$ 10,000,000

The policy shall include coverage for all directors, officers, agents and employees of the Contractor. The definition of Employee shall include any individuals whom the Contractor retains as consultants or independent contractors.

The policy shall include coverage for third party or client coverage.

The policy shall include coverage for theft and mysterious disappearance.

The policy shall include coverage for property that is owned by the State of Arizona, held by the Contractor or for which the Contractor is legally liable.

The policy shall contain no requirement for arrest and conviction prior to payment of a claim.

The policy shall not contain any requirement for "manifest intent" by any insured to prove a claim.

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department of Administration, its agents, officials employees or the State of Arizona shall be excess and not contributory insurance, as provided by Arizona Revised Statutes Section 41-621 (C).

Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department of Administration, Risk Management Division and shall be sent by certified mail, return receipt requested.

ACCEPTABILITY OF INSURERS: Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

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All certificates required by this Contract shall be sent directly to **Terri Johnson, 100 N 15th Ave, Suite 201, Phoenix AZ 85007**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall maintain and furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified by the Contractor and approved in advance by the Arizona Department of Administration, State Purchasing Office in consultation with Risk Management Division.

APPROVAL: Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

22. Limitation of Liability

Contractor's liability for first party damages to the State arising from this Contract shall be limited to three (3) times the maximum-not-to-exceed amount of this Contract. The foregoing limitation of liability shall not apply to (i) liability, including indemnification obligations, for third party claims, including but not limited to; infringement of third party intellectual property rights; (ii) claims covered by any specific provision of the Contract calling for liquidated damages or other amounts, including but not limited to, performance requirements; or (iii) costs or attorneys' fees that the State is entitled to recover as a prevailing party in any action.

23. Intellectual Property - Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, or trade secrets created or conceived solely pursuant to or as a result of this Contract and any related subcontract (collectively, the "Intellectual Property"), shall be work made for hire and the State shall be the owner of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract ("Independent Materials") do not constitute Intellectual Property. If Contractor creates derivative works of Independent Materials, then the elements of such derivative works created pursuant to this Contract shall constitute Intellectual Property owned by the State. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract.

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Notwithstanding the foregoing, if the State elects, in its sole and absolute discretion, to relinquish its ownership interest in any or all of the Intellectual Property, the State shall have the rights to use, modify, reproduce, release, perform, display, sublicense or disclose such Intellectual Property within State government and operations without restriction for any activity in which the State is a party (collectively, "Government Purpose Rights").

24. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

25. Data Privacy and Security

Contractor shall treat all information obtained through performance of the contract, as confidential or sensitive information consistent with State and federal law and State Policy. Contractor or its agents shall not use any data obtained in the performance of the contract in any manner except as necessary for the proper discharge of its obligations and protection of its rights related to this agreement. Contractor shall establish and maintain procedures and controls acceptable to the State for the purpose of assuring that data in its or its agents' possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner in performance of the contract. This includes data contained in Contractor's records obtained from the State or others, necessary for contract performance. Contractor and its agents shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.

26. Data Privacy/Security Incident Management

Contractor and its agents shall use a communication and escalation procedure approved by the State's designated Information Security and Privacy Officers to notify appropriate State personnel of an information security or data privacy related incident, including a breach of confidential information. Contractor and its agents shall cooperate and collaborate with appropriate State personnel to identify and respond to an information security or data privacy incident, including a data breach, as required by State policy and state and federal law.

27. Security Requirements for Offeror Personnel

Offeror personnel, agents or sub-contractors that have administrative access to the State's networks shall be subject to any additional security requirements of the Agencies as may be required for the performance of the contract. Offeror, its agents and sub-contractors shall provide documentation to the State confirming compliance with all such additional security requirements for performance of the contract. Additional security requirements include but are not limited to the following:

- 27.1 Criminal History Report and Fingerprint Background Check (ARS 41-777);

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- 27.2 Identity and Address Verification – that verifies the individual is who he or she claims to be including verification of the candidate’s present and previous addresses;
- 27.3 UNAX/confidentiality Training;
- 27.4 HIPAA Privacy and Security Training; and
- 27.5 Information Security Training.

28. Access Constraints and Requirements

Contractor access to State facilities and resources shall be properly authorized by State personnel, based on business need and will be restricted to least possible privilege. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies, standards, and procedures. Policies / Standards, ADOA/ASET Policies / Procedures, and Arizona Revised Statutes (ARS) 28-447, 28-449, 28-450, 38-421, 13-2408, 13-2316, 41-770).

Failure of the Contractor, its agents or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws.

Any and all recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Contractor.

29. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal identifying information or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

30. Contractor Skill and Knowledge

Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors shall perform the Services described in this Contract in accordance with the Statement of Work.

31. Free of Malicious Code

Contractor represents and warrants that the Materials provided through this Contract and Statement of Work shall be free of viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Materials, collect unlawful personally identifiable information on users or prevent the Materials from performing as required under the terms and conditions of this Contract.

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32. Functional and General/Technical Requirements and Responses

The Functional and General/Technical Requirements, including attachments and Offeror Responses, constitute a contractual obligation for the Contractor to deliver a system to the State that meets the requirements in the manner as designated by the Contractor in the Support response.

In addition, responses of Next Release (NR) for any requirement will financially obligate the implementation services vendor to provide that functionality through the normal and expected configuration of the ERP Software by a trained, functionally-oriented support person if the requested functionality is not fully met by a formal release within twelve (12) months of the response date and incorporated into the version of the software implemented. In addition, for any delays in project schedule that result from requirements represented as NR, which upon additional discovery are determined not to be fully met by a formal release within twelve (12) months, the implementation services vendor will be responsible for vendor and client resource costs associated with delivering required functionality and any delay in the project schedule.

Moreover, responses of Standard Functionality (SF) or Meets Requirement (MR) for any requirement shall financially obligate the implementation services vendor to provide that functionality through the normal and expected configuration of the ERP Software by a trained, functionally-oriented support person. In addition, any delays in project schedule that result from requirements represented as SF or MR, which upon additional discovery, require development, the implementation services vendor shall be responsible for vendor and client resource costs associated with delivering required functionality and any delay in the project schedule.

33. Acceptance

Determination of the acceptability of services shall be made by the sole judgment of the State. Acceptance shall be in writing; verbal acceptance will not be allowed. Services shall be completed in accordance with the Scope of Work, agreed to and accepted schedules, plans, and agreed to performance standards. Acceptance shall be one hundred percent (100%) functionality per specified deliverable, which will be determined by the State. Acceptance criteria shall include, but not be limited to conformity to the Scope of Work, quality of workmanship and successfully performing all required Tasks. Nonconformance to any of the stated acceptance and performance criteria of both services and/or products as required shall result in a delay for payment. Payment shall not be made until nonconformance to the criteria is corrected as determined by the State.

34. Performance

Contractor agrees that, from and after the date that the applicable services commence, its performance of the Scope of Services will meet or exceed each of the applicable Service Levels (see Scope of Work and this Section) subject to the limitations and in accordance with the provisions set forth in this Contract. If the Services provided pursuant to this Contract are changed, modified or enhanced (whether by Change Order or through the provision of new Services), the State and the Contractor will review the Service Levels then in effect and will in good faith determine whether such Service Levels should be adjusted and whether additional Service Levels should be implemented.

34.1 Performance Bond

The Contractor shall be required to furnish an irrevocable security in the amount of \$5,000,000.00 payable to the State of Arizona, binding the Contractor to provide faithful performance of the Contract.

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Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the State within ten (10) calendar days from receipt of notice of award. If the Contractor fails to execute the security document, as required, the Contractor may be found in default and Contract terminated by the State. In case of default, the State reserves all rights to recover as provided by law.

34.2 Failure to Perform

If Contractor fails to meet any Service Level, then Contractor shall:

- 34.2.1 Promptly perform a root-cause analysis to identify the cause of such failure;
- 34.2.2 Use commercially reasonable efforts to correct such failure and to begin meeting the Service Levels as promptly as practicable;
- 34.2.3 Provide the State with a report detailing the cause of, and procedure for correcting, such failure; and
- 34.2.4 If appropriate under the circumstances, take action to avoid such failure in the future.

34.3 Measurement

Contractor shall produce service level reports and measurement data to provide an objective basis for evaluating the Contractor's performance. Service level reports will also be used as a component of shared management that is a joint responsibility of the Contractor and the State as in the Scope of Work. The State requires the Contractor to provide all required summary service level reports routinely, as part of its normal management reporting to the State. The State will have the right to receive detailed Contractor service level reports and measurement data from the Contractor upon request. The State will have the right to receive additional Contractor service level data and reports, to the extent the State can define and the Contractor can reasonably provide. All required measurement data, summary and detail reports and other requested information will be provided in a timely manner by the Contractor at no additional cost to the State to the extent the State can define and the Contractor can reasonably provide.

34.4 Continuous Improvement and Best Practices

On an annual basis during the Contract, the Parties shall jointly review:

- 34.4.1 The then-current Service Levels;
- 34.4.2 The percentage difference between Contractor's actual performance and the then-current Service Levels;
- 34.4.3 Generally available information indicating industry-wide improvements of delivery of substantially similar services;
- 34.4.4 Improved performance capabilities, including those associated with advances in technology and methods used to provide the Services;

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34.4.5 Reduced performance capabilities, including those associated with resource reductions requested or approved by the State.

The Service Levels may be adjusted on an optional basis, as shall be mutually agreed based on the preceding review with the objective of obtaining annual performance improvements.

34.5 Root-Cause Analysis

In the event of the Contractor's failure to perform required services or meet agreed upon service levels or other Contractor service standards as required by the State under this Contract, the Contractor shall perform an analysis of the cause of the service level problem and implement remediation steps as appropriate. The State shall have the right to review the analysis and approve the remediation steps prior to or subsequent to their implementation, as deemed appropriate by the State, if the remediation steps impact State assets or operational processes.

35. Performance Criteria (Post Go-Live)

The IIS- Instructional Support Tools, as stated, shall be available and afford a production ready state twenty-four (24) hours a day, seven (7) days a week, excluding mutually scheduled downtime for scheduled maintenance, not to exceed the agreed to maintenance time limit per month.

- 35.1 Any enhancements or updates shall have passed rigorous quality assurance reviews and testing. In these instances, the standard shall be delivery of a final working product per established delivery schedule, and one hundred percent (100%) functionality.
- 35.2 Any unscheduled service interruption that exceeds the service levels described herein shall result in the actions as outlined in the final service level and penalty structure negotiated with the awarded Offeror .
- 35.3 Every reported problem shall immediately be assigned a severity level according to the reported business risk and potential impact of the problem. The Contractor shall incorporate the following severity level categorization, response and resolution time scheme:

Severity Level	Severity Level Description	Response Time*	Resolution Time**
Severity 1	Entire system is down (all users affected)	Immediate, upon receipt of notification	8 Regular Business Hrs
Severity 2	Major System breakdown (>2 users of a single office)	Immediate, upon receipt of notification	12 Regular Business Hrs
Severity 3	Significant Impact to the System (1-2 users of a single office)	Immediate, upon receipt of notification	16 Regular Business Hrs
Severity 4	Limited impact to the System (partial features and or functionality failure, with available work around)	Immediate, upon receipt of notification	24 Regular Business Hrs

* Response Time: The time elapsed between the report of a problem and the time it takes a technical support person to take action.

**Resolution Time: The total time required to identify, diagnose, restore and permanently resolve the problem. All problems will remain open until satisfactory resolution is affirmed by the State.

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36. Contractor Performance Reports

Program Management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action.

37. Licensing Restrictions and or Use

37.1 Use of Software in Other Environments and Platforms

The license of the IIS and its supporting tools and other third party products shall not prohibit or add costs to the State from moving the software to operate on other operating system, database, or hardware platforms or from having the software hosted by another third party. The license shall allow for installation and usage of the software for disaster recovery and business continuity purpose with no additional costs or constraints of the level of service determined by the State to be necessary to meet operational needs. The license shall allow for the creation of additional instances of the software (e.g. baseline, testing, training, production, etc.) as is necessary to support the production, maintenance, and upgrade activities of the State.

37.2 Use of Software Data Warehouse, Business Intelligence, and Integration Platform Applications

The licensing for the software and/or applications shall not in any way limit the functionality or add additional cost to the State for adding data sources to these applications, receiving data from these applications, or establishing a means of exchanging data with these or other applications.

37.3 Right to Remove and Reinstate Modules/Licenses

The State shall have the right to remove and reinstate software modules/licenses from maintenance at known fees.

37.4 Precedence of State's License Agreement

The terms and conditions of the State's license agreement with the software provider shall take precedence over any standard form or contract used by the software provider.

38. Section 508 Compliance

Any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. 41-3531 and 41-3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities. Any exceptions shall be declared in writing in the Contract and approved by the State.

39. Health Insurance Portability and Accountability Act of 1996

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying

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regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both the State and the Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Group, Statewide Information Security and Privacy Office (SISPO), Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including but not limited to, business associate agreements.

If requested, the Contractor agrees to sign a "Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

40. Standards for Attestation Engagements 16 (SSAE 16)

The Contractor shall provide a complete copy of the SSAE 16 attestation, Type Two (2) to the State within six (6) months of the commencement of processing production data, whether it be for hosting or disaster recovery operations. Throughout the balance of the Contract, the Contractor shall provide the SSAE 16 every other year or as required by the State.

41. Compensation

Should the Contractor fail to provide all required services or deliver work products, as agreed upon by State and the Contractor, the State shall be entitled to invoke applicable remedies, including but not limited to, withholding payment to the Contractor and declaring the Contractor in material breach of the Contract. If the Contractor is in any manner in default of any obligation or the Contractor's work or performance is determined by the State to be defective, sub-standard, or if audit exceptions are identified, the State may, in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default, defect, exception or sub-standard performance. The Contractor shall reimburse the State on demand, or the State may deduct from future payments, any amounts paid for work products or performance which are determined to be an audit exception, defective or sub-standard performance. The Contractor shall correct its mistakes or errors without additional cost to the State. The State shall be the sole determiner as to defective or sub-standard performance.

41.1 The Contractor shall fulfill their contractual requirements including the Deliverables identified in the Statement of Work and Deliverable Payment Schedule and fulfill the roles and responsibilities described in the Statement of Work for a firm fixed price, inclusive of travel and travel-related expenses. The fixed amount shall be inclusive of the software license and maintenance fees.

41.2 Fixed Price Payment Terms

An amount representing fifteen percent (15%) of the contract resulting from this RFP for implementation services shall be withheld by the State.

For retainage purposes, upon formal acceptance of the system by the State using the System Acceptance Criteria established in the Final System Acceptance of the Statement of Work, the

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State will release the retainage. Upon termination of the Contract for reasons other than the Contractor's uncured material breach of the Contract, retained fees for accepted work will be released to the Contractor.

Retainage withheld from post go-live services shall be released on a quarterly basis subsequent to a determination by the State that Offeror performance in responding to system issues is satisfactory and the performance of the system continues to be acceptable.

41.3 Fixed Price Payment Milestones

The fixed price amount shall be divided into payment milestones per the Deliverable Payment Schedule. The payment milestones are based upon specific Deliverables and will be invoiced as completed.

41.4 Payment Procedures

The State will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and ensure that the invoices for services provided show the correct Contractor name prior to sending them for payment.

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The State must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

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UNIFORM INSTRUCTIONS TO OFFERORS

A. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer. 
2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. *"Contractor"* means any person who has a Contract with the State.
5. *"Days"* means calendar days unless otherwise specified.
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. *"Offer"* means bid, proposal or quotation.
8. *"Offeror"* means a vendor who responds to a Solicitation.
9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
11. *"Solicitation Amendment"* means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
12. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

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13. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.

B. Inquiries

1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
3. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. No Right to Rely on Verbal Responses. An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover

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sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

C. Offer Preparation

1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's

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preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

- i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
 6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
 7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.
 8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
 9. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
 - 9.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
 10. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included

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in the pricing offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.

11. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 12.1 Special Terms and Conditions;
 - 12.2 Uniform Terms and Conditions;
 - 12.3 Statement or Scope of Work;
 - 12.4 Specifications;
 - 12.5 Attachments;
 - 12.6 Exhibits;
 - 12.7 Special Instructions to Offerors;
 - 12.8 Uniform Instructions to Offerors.
 - 12.9 Other documents referenced or included in the Solicitation.
13. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
14. Federal Immigration and Nationality Act. The Contractor shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers or any employee thereof to ensure compliance. Should the State determine that the contractor and or any subcontractors be found

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noncompliant, the State may pursue all remedies allowed by law, including but not limited to; suspension of work, termination of the contract for default and suspension and or debarment of the contractor.

15. Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

D. Submission of Offer

1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
2. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
3. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
4. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

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- i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

E. Evaluation

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
2. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
3. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
4. Disqualification. A Offeror (including each of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
5. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due dates that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.
- 5.6 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 5.6.1 Waive any minor informality;
 - 5.6.2 Reject any and all Offers or portions thereof; or
 - 5.6.3 Cancel the Solicitation.

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F. Award

1. Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

G. Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- 1.1 The name, address and telephone number of the protester;
- 1.2 The signature of the protester or its representative;
- 1.3 Identification of the purchasing agency and the Solicitation or Contract number;
- 1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 1.5 The form of relief requested.

H. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your

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comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

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1. Pre-Offer Conference



A Pre-Offer Conference will be held at the time and place indicated in the solicitation's 'Pre-Bid Conference' field as found within the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>); attendance is not required. The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

2. Inquiries

Any questions related to this Request For Proposal shall be directed to Lupita Gomez at Lupita.Gomez@azed.gov or submitted through the ProcureAZ website using the Q & A Tab associated with this solicitation. The Offeror shall not contact or ask questions of the Department for which the requirement is being procured. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number.

3. Electronic Documents

This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Uniform Instructions to Offerors, Offerors are responsible for clearly identifying any and all changes or modifications to any solicitation document upon submission to the State.

3.1 Submission Required in ProcureAZ

The Offer shall be submitted in an acceptable format, as described herein, using the State's online eProcurement application ProcureAZ at <https://procure.az.gov>. This includes the submission of two (2) Microsoft Excel files, one for functional requirements responses and another for general technical requirements responses as described in this Section's Paragraph Five (5). Submission of offers by means other than the ProcureAZ system will not be accepted. Prospective Offerors with questions in this regard shall contact the Procurement Officer prior to the Solicitation's due date and time.

To submit an Offer, Offerors must register in the ProcureAZ system. Offerors requiring assistance in the registration process or in navigating the ProcureAZ system may call the Help Desk at 602-542-7600.

3.2 Acceptable Formats

Offeror's electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .doc and .docx (Microsoft Word document), .xls and .xlsx (Microsoft Excel spreadsheet), .mpp (Microsoft Project) and .pdf (Adobe Acrobat portable document format). Prospective Offerors that wish to submit attachments in other formats shall submit an inquiry to the Procurement Officer.

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4. Confidential Information

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing or through use of the Confidentiality feature within ProcureAZ (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.A.C. R2-7-104, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in A.R.S. §§41-2611 through 41-2616.

5. Access and Respond to Software Requirements

As referenced in the Scope of Work, Response to Software Requirements, the State has defined requirements for the software solutions.

The Offeror shall submit through ProcureAZ, by the proposal due date and time, with their other required response documents, One file shall contain functional requirement responses, and the other file shall contain general technical requirements responses.

5.9 Responding to Functional Requirements

The Offeror to respond to detailed Functional requirements as specified in the Request for Proposal, Page xxx All Functional Requirements must have a response in the fields provided in order to be considered responsive.

The "Support" selection identifies whether support for the requirement can be met through proposed standard software. The Offeror response options are defined in the following table:

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6. Proposal Page Layout

Technical Proposal Structure

The format and sections of the Technical Proposal should conform to the structure outlined below. Adherence to this format is necessary in order to permit effective evaluation of proposals.

Table 3: Technical Proposal Structure Outline

Technical Proposal Content	Reference Section
Transmittal letter	6.1
Table of Contents	6.2
SECTION 1 – Executive Summary	6.3
SECTION 2 – Offeror Company Profile	6.4
SECTION 3 – Subcontractor Company Profiles	6.5
SECTION 4 – References	6.6
SECTION 5 – Proposed Project Staff and Organization	6.7
SECTION 6 – Offeror's Proposed Software and Plan for Providing Scope of Work	6.8
SECTION 7 - Required Forms	6.9

The following sections explain the content for each of the subsections of the Technical Proposal. **No pricing or cost information shall be included in the Technical Proposal.**

6.1 Transmittal Letter

Offerors must provide the following information for their response: RFP subject, solicitation number, Offeror's name, business address, telephone number, fax number, name of primary contact person, e-mail address, and date.

The Transmittal Letter must include the following:

- 6.1.1 A Statement designating the firm that will function as Offeror (primary contractor) in response to the RFP;
- 6.1.2 A list identifying all firms proposed as subcontractors or software providers;
- 6.1.3 A Statement certifying that all individuals who will be involved in this Contract and the software development process will be able to pass the appropriate background investigation; and

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6.1.4 A list identifying any exceptions or substitutions that are submitted with the Offer.

6.2 Table of Contents

Each proposal must include a table of contents that clearly identifies the material by location of each section and subsection. Each page of the response must be clearly and uniquely numbered. Additionally, the table of contents must clearly identify and denote the location of all enclosures and appendices to the proposal.

6.3 Section 1 - Executive Summary

In the Executive Summary, the Offeror must condense and highlight the contents of the proposed solution in such a way as to provide the State with a broad understanding of the proposal. Offerors must provide a concise summary of the proposed products and services, and how these proposed products and services address the requirements presented in the RFP.

Offerors must present a summary of their planned approach, their successful public sector implementations of the proposed solution, highlight the relevant public sector experience and previous projects worked jointly for all key personnel included in the proposal and describe why the product and service providers assembled in the proposal are best qualified to perform the work required.

6.4 Section 2 – Offeror Company Profile

The Offeror must include a detailed narrative description of its organization. The narrative must include the following:

6.4.1 Brief overview of business operations, with an emphasis on IIS-related business in the public sector;

6.4.2 Date established;

6.4.3 Ownership (public, partnership, subsidiary, etc.);

6.4.4 Location in which the Offeror is incorporated;

6.4.5 Office location(s) responsible for performance of proposed tasks;

6.4.6 Offeror's organizational chart relevant to this project;

6.4.7 Full disclosure of any potential conflict of interest (e.g. serving as a reseller of computer hardware, business relationships between the Offeror and any State employee who functions or has responsibilities in the review or approval of the undertaking or carrying out of the project);

6.4.8 A Statement of whether, in the last ten (10) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details;

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- 6.4.9 A Statement of whether there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP;
- 6.4.10 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation that may have a material impact on Offeror's ability to deliver the contracted services and software;
- 6.4.11 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation with a public sector client;
- 6.4.12 Full disclosure of any public sector IIS contracts terminated for cause or convenience in the past five (5) years;
- 6.4.13 Full disclosure of any criminal or civil offense; and
- 6.4.14 Copies of the most recent independently audited financial statements, as well as those for the preceding year. The submission must include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows, and the notes to the financial statements.

6.5 Section 3 – Subcontractor Company Profiles

6.5.1 Third Party Software Providers

For any Third Party Software Provider included in the proposal, Offeror must provide the same information listed for the Offeror Company Profile in Section 6.4 of this document.

6.5.2 Other Service Providers

For any Other Service Provider included in the proposal, Offeror must provide the same information listed for the Offeror Company Profile in Section 6.4 of this document.

6.6 Section 4 – References

The State intends to conduct reference checks for account references provided by Offerors. It may, at its sole discretion, contact additional clients not presented as references.

Offerors shall provide at least three (3) client references for the implementation services and the provider of IIS- Instructional Support Tools for state governmental organizations with specific success and emphasis with multiple state agencies, including school districts. The references shall include the qualifications used to meet the State minimum requirements for software and services as described in the Scope of Work. **All references shall be for systems in production at this time, not for implementations that are still in progress.**

The following information shall be provided for references using the table structure below:

Table 4: References

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Reference Component	Client Name	Client Name	Client Name	Insert Add'l Columns
Organization Name				
Organization Budget				
No. of Employees				
Project Name				
Project Description				
Contact Name, Mailing Address, Phone Number, Email Address				
IIS Software Product, Modules, and Release Number(s) Implemented				
List of Services Provided (or N/A for software reference)				
Project Start and End Date (separate initial implementation from upgrade, if applicable)				
Contract Value				

6.7 Section 5 - Proposed Project Staff and Organization

Project Organization - Offerors shall describe their project staffing strategy to coincide with their recommended approach. Offerors shall provide:

- 6.7.1 A narrative description of the recommended project organization;
- 6.7.2 A proposed organization chart for the project team, including key personnel, certifying Security Lead, and Project Manager;
- 6.7.3 A table using the format provided below showing all recommended roles modified as necessary to reflect the recommended staffing level for each role being proposed for the engagement; and
- 6.7.4 A brief description of the responsibilities for each role.

Table 5: Format for Offeror and State Project Team Summary

The staffing numbers proposed by the State in Table 5 below are estimates only and may be subject to change at any time during the Contract.

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* Time period should be expressed consistently with the Consulting Hours by Month Schedule in the Cost Proposal.

6.7.5 Personnel Summary Table

Offerors shall provide a Personnel Summary Table listing the assigned Project Manager, Key Personnel (as referenced in SOW Section Offeror Staffing) assigned to the project, and all of the other proposed personnel. As illustrated by the example below, the Personnel Summary Table must include the proposed role(s), consultant name, total years of relevant IIS implementation experience, years of experience in the proposed role, list of public sector clients in the proposed role, and relevant certifications.

Table 6: Personnel Summary Table

Proposed Role(s)	Consultant Name	Firm	Experience Summary
EXAMPLE: Project Manager	John Smith	X Consulting	7 years IIS implementation experience, 5 years as project manager on 2 IIS projects, Client Name & University Client Name, PMP certification

6.7.6 Team Experience Table

An effective team for an IIS engagement is required to work over a sustained period of time meeting a variety of project challenges that involve trade-offs and cooperation between teams and individuals. The Offeror shall provide a Team Experience Table using the example provided below to identify the common project name/clients team members that have had experience with other proposed team members.

Table 7: Team Experience Table

	Client and Project Name #1	Client and Project Name #2	Client and Project Name #3
Consultant Name #1	Project Mgr Oct 2009 – Dec 2011	---	Finance Lead Jan 2007 - Sep 2008
Consultant Name #2	Finance Lead Oct 2009 – Dec 2011	Finance Lead Jan 2007 – Sep 2009	---
Consultant Name #3			GL Consultant Jan 2007 – Sep 2008

6.7.7 Resumes

The Offeror shall provide resumes for each role to be filled by the Offeror's key personnel assigned to the project. The proposed key personnel shall be available to

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staff the project. Offeror may include resumes of other personnel that serve as a representation of the level and experience of personnel who could be assigned to the project. Resumes must include the following information:

- 6.7.7.1 Name of consultant;
- 6.7.7.2 Proposed role on project;
- 6.7.7.3 Education and training;
- 6.7.7.4 Summary of relevant experience (including start and end dates);
- 6.7.7.5 Experience implementing IIS System;
- 6.7.7.6 Other relevant experience; and
- 6.7.7.7 Designation as employee or subcontractor.

6.8 Section 6 - Offeror's Proposed Software and Plan for Providing Scope of Work

In order to facilitate the Evaluation Committee's comparison of proposals, without exception, the Offeror's response to this section of the RFP shall conform to the following format.

6.8.1 Minimum Software and Services Requirements

Offerors shall respond to each minimum requirement describing how the software and services comply with each of the requirements established in the Minimum Software Requirements and Minimum Services Requirements of the Scope of Work.

6.8.2 Business Applications

In this section, the Offeror shall provide a detailed product summary table (including third party software, including all libraries, frameworks, components, and other products, whether commercial, free, open-source, or closed sourced, as well as the data warehouse and reporting applications) that lists:

- 6.8.2.1 Software Provider;
- 6.8.2.2 Product;
- 6.8.2.3 The modules and listed functions within those product sets proposed to fulfill all of the Functional and Technical Requirements;
- 6.8.2.4 The release level of the products to be used;
- 6.8.2.5 The next release / version level to be released; and
- 6.8.2.6 The planned release date of the next release / version.

Products included here must be all of those necessary to meet the requirement as established in

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Business Application Software Products of the Scope of Work.

Table 8: Business Application Summary

Software Provider	Product	Functions	Release Level	Next Release Level	Planned Next Release Date

After the summary table, the Offeror shall provide a description of all application software modules (including third party, data warehouse, and reporting applications) necessary to meet the requirement as established in Business Application Software Products of the Scope of Work. For each module, the Offeror must summarize in one (1) page the key features and functions of that module, as well as the major integration points of the module, in the following format. The size of the individual response items may be adjusted as needed, as long as the total response for each module does not exceed one (1) page.

Table 9: Sample Format for One-Page Software Modules Summary

Module Name	
Narrative Description of Major Functions	
Integration Points	

The following is a brief explanation of expected response for each required field:

- **Module Name** – Indicate the module name from the proposed software solution.
- **Narrative Description of Major Functions** – Describe in narrative form the major business process functions addressed by the module. Describe the key features of the module and how the module addresses the pertinent business needs of the State.
- **Integration Points** – Describe the integration of the module with other modules related business processes. An exhaustive listing of all integration points is not required. The intent is to provide a general understanding of relationships and dependencies between software modules.

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6.8.3 Technology Support Products

In addition to the business applications, the Offeror shall describe all of the support products (including third party products) required to operate, control, manage, configure, enhance, upgrade, and integrate the IIS solution and meet the requirement as established in Section Technology Support Products of the Scope of Work.

In this section, the Offeror must provide a product (including third party software including all libraries, frameworks, components, and other products, whether commercial, free, open-source or closed sourced) summary table that lists:

- 6.8.3.1 Software Provider;
- 6.8.3.2 Product;
- 6.8.3.3 The release level of the products to be used;
- 6.8.3.4 The next release / version level to be released; and
- 6.8.3.5 The planned release date of the next release / version.

Table 10: Technology Support Product Summary

Software Provider	Product	Functions	Release Level	Next Release Level	Planned Next Release Date

After the summary table, the Offeror shall provide descriptions of the purpose and process within which the tool operates. Screen shots may be included to support descriptions. In addition and where appropriate, the descriptions must include identification of any required or unique skills sets or knowledge required by functional/technical support personnel; descriptions of aspects that facilitate ease of execution or collaboration; and description of features to support documentation.

6.8.4 Future Direction

The Offeror shall describe the future direction of the business applications and technology support tools of the proposed products. Also, include future plans for public sector functionality for the components of the proposed solution.

The Offeror should discuss, in detail, the strategic product plans for the proposed software products in this response. Describe how the proposed solution provides a platform for growth and technological advances. Describe plans related to technology support tools that increase efficiency and effectiveness (thus reducing costs) of maintenance and upgrade activities.

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6.8.5 Timeline and Implementation Approach

The Offeror shall describe its proposed implementation timing which matches their proposed project plan and detailed staffing and meets phases as established in Section Project and Implementation Timing for the Scope of Work and as reiterated below:

6.8.5.1 Phase 1: Business Process Reengineering and Planning is projected to begin after contract award and proceed for a five (5) month period.

6.8.5.2 Phase 2: IIS Implementation has been initially defined as a two-year effort beginning April 1, 2013 to implement all functionality (including Budget Development) at all agencies with a go-live date of July 1, 2013 (beginning of the State's 2014 fiscal year).

6.8.5.3 Phase 3: Post Go-live and Patch/Update Application Support immediately follows go-live and continues for twelve months and three months of year-end close support.

Implementation timing should be based on the Offeror's experience with the solution being proposed and provide the State with the best balance of cost and risk avoidance for the implementation of the IIS system. It must include timing for the transition of the hosted, non-production environments to the State managed facilities and any functionality impacts resulting from go-live of that module when the State would not have had a year's worth of data resulting from operations and the new IIS solution. It should also include detailed descriptions of the post-implementation support period and the transition of hosted operations to the State's operations of the solution.

The description provided shall include the following information:

6.8.5.4 Implementation timeframes;

6.8.5.5 Milestones;

6.8.5.6 Deliverables (including at a minimum the deliverables identified in the Scope of Work);

6.8.5.7 Implementation Progress Performance Measures and Final System Acceptance Criteria (See Section Evaluation of Offeror Performance in the Scope of Work); and

6.8.6 Proposed Project Plan

Offerors shall submit a Microsoft Project work-plan that demonstrates the relationship between the work to be performed and the deliverables to be provided. The proposed project plan shall include the following information:

6.8.6.1 A Work Breakdown Structure (WBS)

6.8.6.2 Task dependencies

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6.8.6.3 Resource definitions that correspond with the roles described in the Cost Schedule;

6.8.6.4 Assignments of resources to tasks

6.8.6.5 Assignments of tasks to deliverables

6.8.7 Software Development Methodology Overview

The Offeror shall describe its proposed system development methodology (SDM) that is defined, documented, repeatable, and emphasizes project management best practices. The description must include not only the development process and updates are managed during the implementation. The description must clearly identify the measures that will be taken at each level of the process to develop, maintain and manage the software securely.

6.8.10 Detailed Description of Services / Deliverables to be Provided

The Offeror shall describe in detail how each of the services and deliverables listed in Scope of Services from the Scope of Work will be addressed, including the proposed tools and methodologies, in accordance with the Offeror's methodology and approach.

6.8.10.1 Project Management;

6.8.10.2 Business Process Redesign;

6.8.10.3 Requirements Confirmation;

6.8.10.4 Software Configuration;

6.8.10.5 Software Development;

6.8.10.6 Security Configuration;

6.8.10.5 Internal Controls;

6.8.10.6 Testing;

6.8.10.9 Training;

6.8.10.10 Documentation;

6.8.10.11 Knowledge Transfer;

6.8.10.12 Cultural Change Management and Communication;

6.8.10.13 Technical Infrastructure and Hosting Services: as part of this description the Offeror shall recommend a proposed IIS operations environment, including a proposed hardware configuration and technology infrastructure for the

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production, disaster recovery, development, testing, and training environments. This description shall also address the following topics:

- 6.8.10.13.1 Minimum desktop requirements (e.g., operating system, processor speed, RAM, disk space);
- 6.8.10.13.2 Server virtualization;
- 6.8.10.13.3 Redundant / failover components to increase system reliability;
- 6.8.10.13.4 Scalability;
- 6.8.10.13.5 API maintenance tools;
- 6.8.10.13.6 Data warehouse administration tools;
- 6.8.10.13.7 Metadata management features; and
- 6.8.10.13.8 Location of data center(s) used for hosting services.
- 6.8.10.14 Deployment (Roll-out) Support;
- 6.8.10.15 Production Maintenance and Support;
- 6.8.10.16 Production Transfer; and
- 6.8.10.17 Shared Services.

The Offeror shall specify deliverables pertinent to its own methodology in addition to those identified in the Scope of Work.

6.8.11 Lessons Learned

The Offeror shall provide a discussion of the significant lessons learned from experience on previous public sector IIS projects of similar size and scope, in the particular areas of finance, cost allocation, federal highway billing, budget preparation, report strategy (development and user expertise), effective communications, achieving meaningful outcomes, as well as, how the Offeror plans to apply those lessons to the State's project.

6.8.12 Critical Narratives

For the State to evaluate the Offeror's experiences and proposed services, Offerors are required to describe, in narrative format, implementation experiences relative to certain areas that are critical business needs. The response to each narrative question shall include:

- 6.8.12.1 A description of the implementation challenge faced; and
- 6.8.12.2 A description of the approach to resolve the challenges and the actual resolution.

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The descriptions may include process descriptions, flowcharts, diagrams, screenshots, or other illustrative documentation. Regardless of content type, the response to each narrative statement shall be limited to no more than five (5) pages.

6.8.12.3 Integration Platform Strategy and Implementation

The Offeror shall describe how it has defined and implemented a comprehensive integration strategy on other projects. It should address the factors that affect the choice of integration platform, the skills sets and personnel needed to maintain the platform and the interfaces, and the implementation considerations that result from changes to the IIS System data classification structure and the management of the impact of the new systems.

6.8.12.4 Integrating and Interfacing – Does this apply?

6.8.12.5 Enabling Cost Allocation

The Offeror shall describe its experience with the assessment, design, and development of cost allocation approaches for statewide plans as well as those plans unique to an agency that are supported by the IIS system. The description shall identify areas that present significant challenges to system capabilities and should describe the resolutions to those business process problems.

6.8.12.6 Performance Monitoring Tools

Each system and associated modules present different opportunities for challenges in system performance. The Offeror shall describe actual situations where performance challenges were identified, researched, and resolved and how the tools were leveraged by the IIS Support personnel to achieve success.

6.8.13 Offeror's Proposed Plan for Establishing the Technical Infrastructure

The State intends to rely on technical architecture requirements provided by the Offeror to determine the infrastructure and sizing requirements to efficiently and effectively run the IIS System.

The Offeror is expected to host the IIS development environment for the State from the beginning of the project through June 30, 2015 to allow for migration and required testing of the IIS system within the State's environment and the establishment and testing of all of the environments to be used upon go-live. The Offeror shall provide support and advisory services to help resolve any issues which may arise with the State environments.

The Offeror shall recommend a proposed IIS technical infrastructure environment that includes all required environments as part of its proposal.

The Offeror shall provide a description of its plan for hosting the development environment. This plan should describe the Offeror's proposed hosting site and provide

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information about the proposed site's services, capabilities and prior experience in terms of supporting IIS production or IIS implementation project efforts. The plan should also describe the Offeror's on-site staffing which should help support the development environment (if any) and how the Offeror and State project team should interface with the management/staff of the hosting site. The Offeror should also provide a discussion of its proposed approach for establishing and transitioning to the State's own development environment.

The Offeror's plan shall cover the activities required to establish the IIS technical infrastructure and all related environments for IIS operations, the Offeror's proposed on-site staffing and any off-site staffing to support these environments. The Offeror should specify what staffing/support should be needed from the State to stand-up the technical infrastructure. The Offeror shall also describe its recommended knowledge transfer plan to State staff and its proposed approach for transitioning responsibility for the IIS product environment to State staff.

6.9 Required Forms

Offerors shall complete and sign the following forms:

- 6.9.1 Offer and Acceptance Form; and
- 6.9.2 Business Associate Agreement.

7. Cost Proposal Structure

The format and sections of the Cost Proposal shall conform to the structure outlined below. Adherence to this format is necessary in order to permit effective evaluation of proposals.

The Cost Proposal shall be in the following format:

Table 11: Cost Proposal Structure

Cost Proposal Content Checklist	Reference Section
Title Page	7.1
Table of Contents	7.2
SECTION 1 - Schedule 1: Total Cost	7.3
SECTION 2 - Schedule 2: Services Cost	7.4
SECTION 3 - Schedule 3: Development Cost	7.5
SECTION 4 - Schedule 4: Consulting Hours by Month	7.6
SECTION 5 - Schedule 5: Software Licensed Products Schedule	7.7

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Cost Proposal Content Checklist	Reference Section
SECTION 6 - Schedule 6: Hardware Costs	7.8
SECTION 7 - Schedule 7: Labor Rates Schedule	7.9
SECTION 8 - Schedule 8: Training of Project Team Cost	7.10
SECTION 9 – Schedule 9: Hosting Costs	7.11
SECTION 10 – Schedule 10: All Other Costs	7.12
SECTION 11 - Schedule 11: Budget Development and Travel Module Services Cost	7.13
SECTION 12 - Schedule 12: Deliverable Payment Schedule	7.14

Cost Proposal Content

Cost information is to be provided in accordance with the templates provided in Attachment 1: Cost Schedules. The remainder of this section of the RFP describes the content that is expected in each of the sections of the Cost Proposal.

7.1 Title Page

The title page shall be placed as the front cover and/or insert and include the following:

- 7.1.1 Arizona Dept. of Education (ADE) Proposal for IIS-Instructional Support Tools (IIS) Software and Implementation Services;
- 7.1.2 Response to Bid Number;
- 7.1.3 Bid Due Date;
- 7.1.4 Offeror Name; and
- 7.1.5 The inscription, "Cost Proposal."

7.2 Table of Contents

The Cost Proposal must be submitted with a table of contents that clearly identifies and denotes the location of each section and subsection of the Cost Proposal. Each page of the response must be clearly and uniquely numbered. Additionally, the table of contents must clearly identify and denote the location of all enclosures and attachments to the proposal.

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7.3 Section 1 – Schedule 1: Total Cost

This section shall include Schedule 1: Total Cost from Attachment 1: Cost Schedules.

7.4 Section 2 – Schedule 2: Services Cost

This section shall include Schedule 2: Services Costs from Attachment 1 – Cost Schedules. The cost for the implementation services shall be estimated on the basis of the resource loading in the project plan and shall tie to the Consulting Hours by Month in Schedule 4. The services costs must include all services required in this RFP to deliver an IIS solution that shall meet the Objectives, Project and Implementation Timing, Software, Scope of Services, and Appendices with the exception of those costs associated with Hardware, Hosting (Required or Optional), and IIS Project Team training for which separate costs schedules have been established. In addition, the information on the line in Schedule 2 titled, "Development Team" shall tie to the total line item in Schedule 3: Development Cost. The costs and resource hours for Development Items shall be separate from the hours and costs associated with the implementation.

7.5 Section 3 – Schedule 3: Development Cost

This section shall include Schedule 3: Development Cost from Attachment 1: Cost Schedules. The Offeror shall identify each software development item, the requirements associated with the item (where applicable) and the cost of the development each item. Each requirement response in RFP Attachment 2: Functional and Technical Requirements, as minor modification (MI), major modification (MA), custom development (CD), or partially meets (PM) requirement (in the case of General and Technical requirements) shall be listed in this section. This schedule shall also include development costs for Forms, Reports, Queries, Interfaces, Conversions, Enhancements, and Workflows that are not met through configuration of the software. Note: Enhancements are broadly intended to include items that could also be referred to as customizations (i.e., changes to delivered code) or modifications (i.e., bolt-ons or changes that do not impact delivered code) Generic workflows identified in the Scope of Work shall also be listed in this section. Omissions from this schedule do not remove the obligation of the Offeror to deliver the system that satisfies all requirements established in Attachment 2: Functional and Technical Requirements, Attachment 4: Data Conversions, Attachment 5: Interfaces, and those Workflow requirements identified in the Scope of Work at no additional costs to the State.

7.6 Section 4 – Schedule 4: Consulting Hours by Month

This section shall include Schedule 4: Consulting Hours by Month from Attachment 1: Cost Schedules.

Offerors shall enter each position scheduled for each work activity and the hours scheduled by month. Hours scheduled each month shall be exclusive of travel time for Offeror team.

The staff schedules shall be presented in the format provided in this schedule. If additional rows or columns are required to provide the level of detail needed by the Offeror, additional rows and columns may be added.

Important Note: The number of rows and staffing category titles in the Consulting Hours by Month worksheet shall match the rows and titles in Cost Schedule 2: Services Cost.

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7.7 Section 5 – Schedule 5: Software Costs

This section shall include Schedule 5: Software Costs from Attachment 1: Cost Schedules. All software recommended by the Offeror and required to implement and operate the IIS system shall be included on this schedule. This includes third party products (specialized functional software, middleware, database instances, operating system software, compilers, job schedulers, security related packages, etc.). The State requires a firm price commitment on all proposed software. The Offeror shall list and price each IIS module and other software separately. Software and ongoing costs associated with Budget Development and Travel functionality shall be separately identified in the list of modules. Additional lines may be added to the schedule as needed. Offerors shall take care to ensure that the Total for the IIS and Other Software is correct.

The license of the IIS Software and its supporting tools and other third party products shall not prohibit or add costs to the State from moving the software to operate on other operating systems, databases, environments, or hardware platforms or from having the software hosted by another third party. The license shall allow for installation and usage of the software for disaster recovery and business continuity purposes, whether hosted by the State or hosted by a third party, with no additional costs or constraints of the level of service determined by the State to be necessary to meet operational needs.

7.8 Section 6 – Schedule 6: Hardware Costs

This section shall include Schedule 6: Hardware Costs from Attachment 1: Cost Schedules. The Offeror shall provide costs for all required hardware components include in its recommended proposed IIS operations environment as required in Special Instructions section for Detailed Description of Services/Deliverables to be Provided.

7.9 Section 7 – Schedule 7: Labor Rates Schedule

Although the State will not reimburse the Offeror on a "time and materials" or "not to exceed" basis for project deliverables, it may be necessary to make scope changes that require assistance in areas not anticipated for which the State may consider time and materials within a cap payment arrangement. For this purpose, the Offeror shall provide Schedule 7: Labor Rate Schedule that provides all-inclusive (travel and all other expenses included) billing rates for a range of different skill areas using the Labor Rates Schedule provided in Attachment 1: Cost Schedules.

7.10 Section 8 – Schedule 8: Project Team Training Costs

This section shall include Schedule 8: Project Team Training Costs from Attachment 1: Cost Schedules. The Offeror shall complete the schedule for all training required for State project team personnel. This must not include training for end-users. The numbers of State personnel required for each course shall be based on the schedule of resources identified in Project Organization section of the Special Instructions.

7.11 Section 9 – Schedule 9: Hosting Costs

This section shall include Schedule 9: Hosting Costs from Attachment 1: Cost Schedules. All hosting costs, either required or optional, must be included in this schedule. Hosting of the

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Production Environment must include all environments referenced in the Statement of Work section for State Technical Infrastructure Establishment and Software Installation.

7.12 Section 10 – Schedule 10: All Other Costs

This section shall include Schedule 10: All Other Costs from Attachment 1: Cost Schedules. This schedule requires a description and any assumptions for all other costs included as parts of the solution that have not been defined and described in other parts of the Cost Schedules.

7.13 Section 11 - Schedule 11: Deliverable Payment Schedule

The section shall include Schedule 11: Deliverable Payment Schedule from Attachment 1: Cost Schedules. The Deliverable Payment Schedule must follow the Offeror's implementation methodology and include all significant deliverables to be provided to the State, including the deliverables listed in the Scope of Work. The deliverables of the Scope of Work are included in the schedule and groupings of these items are proposed to allow the individual deliverables to be submitted for payment as a package to reduce administrative burden. The Deliverable Payment Schedule shall be consistent with the Offeror's proposed project work plan and staff loading schedule as described in Schedule 4: Consulting Hours by Month. The order, timing, and grouping of the deliverables can be modified to reflect the Offeror's work plan and approach. The payments associated with groupings of deliverables shall reflect the timing and relative value of the work effort expended by the Offeror on those deliverables. The State will not make advanced payment for services.

The Deliverable Payment Schedule should reflect fifteen percent (15%) retainage for the services. The final acceptance of the system, established as a deliverable in the schedule, shall be the determination as to the release of the accumulated retainage. Retainage withheld from post go-live services shall be released on a quarterly basis subsequent to a determination by the State that Offeror performance in responding to system issues is satisfactory and the performance of the system continues to be acceptable.

8. Submission of Proposal

8.1 Offer Submission, Due Date, and Time

With regards to Uniform Instructions, Section D.1 "Sealed Envelope or Package"; offers in response to this solicitation shall be submitted within the State's e-Procurement system, **ProcureAZ (<https://procure.az.gov>)**, including the Microsoft Excel attachment of requirement responses from Advantiv's Decision Director. Offers shall be received before the date/time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside of ProcureAZ, or those that are received on or after the date/time stated in the 'Bid Opening Date' field, shall be rejected. Questions about the submission date and/or time shall be directed to the Procurement Officer or to the ProcureAZ Help Desk (procure@azdoa.gov or 602-542-7600).

8.2 Acknowledgement of Solicitation Amendments - Offerors shall acknowledge Solicitation Amendments electronically in ProcureAZ (**<https://procure.az.gov>**) no later than the Offer due date and time. Failure to acknowledge all/any Solicitation Amendment may result in rejection of the Offer.

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8.3 The Offeror shall submit with their proposal offering a Bid Bond or Security in the amount of \$5,000,000.00 of the Offeror's total cost proposal submittal. The Bid Security shall be submitted in one (1) of the following forms:

8.3.1 An annual or one-time surety bond executed solely by a surety company authorized to transact surety business in the State, issued by the Director of the Department of Insurance under A.R.S. Title 20, Chapter 2, Article 1 and in a format prescribed by A.R.S. 41-2573, or;

8.3.2 A certified or cashier's check

9. References and Experience Verification

The Offeror agrees that by submitting an Offer, the State or its designated agent may contact any entities listed in the Offer or any entities known to have a previous business relationship with the Offeror for the purpose of obtaining references relative to past performance and verifying experience or other information submitted with the Offer. In addition, by submitting an Offer, the Offeror is agreeing to give permission to the entity to provide information and the Offeror will take whatever action is necessary to facilitate, encourage or authorize the release of information. If necessary, the Offeror shall sign a release to obtain information.

10. Responsibility

In accordance with A.R.S. 41-2534(G), A.A.C. R27-C312 and R2-7-C316, the State shall consider the following in determining Offeror's responsibility, as well, as the responsiveness and acceptability of their proposals. The State will consider, but is not limited to, the following in determining an Offeror's responsibility as well as susceptibility to Contract Award:

10.1 Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;

10.2 Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;

10.3 Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors;

10.3.1 Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Whether the Offeror promptly supplied all requested information concerning its responsibility;

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- 10.5 Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, signed Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
- 10.6 Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation and its Amendments, including the documents incorporated by reference;
- 10.7 Whether the Offer limits the rights of the State;
- 10.8 Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State or necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;
- 10.9 Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
- 10.10 Whether the Offeror provides misleading or inaccurate information.

11. Responsiveness and Acceptability

Proposals may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components. Necessary components include an indication of the Offeror's intent to be bound, price proposal, solicitation amendments, bond and reference data as required.

12. Opening

Proposals received by the correct time and date will be opened and the name of each Offeror will be publically available. Proposals will not be subject to public inspection until after contract award.

13. Clarifications

Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford Offerors the opportunity to alter or change their proposal.

14. Oral Presentations

The State may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days advance notice. Participants in the oral presentations should include the Offeror's key persons. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.

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15. Evaluation

In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

Exceptions to the Terms and Conditions, as stated in the Uniform Instructions Section C.4, will impact an Offeror's susceptibility for award.

- 15.1 Implementation Services Approach and Tools (e.g. Project Management, Software Configuration and Development, Testing, Integration, Training, Change Management, Shared Services, Business Process Reengineering, etc.);
- 15.2 Offeror and Project Team Qualifications and Experience; Qualification and Experience of Implementation Services Team; References of Software Installations;
- 15.3 Costs (e.g. Implementation Services, Development Services for the Software, Software License, and Software Maintenance); and
- 15.4 Software Fit (Software Requirements and Usability).

16. Discussions (Negotiations)

In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, the State may conduct discussions with those Offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.

17. Final Proposal Revisions

If discussions are conducted, the State shall issue a written request for Final Proposal Revisions. The request shall set forth the date, time and place for the submission of Final Proposal Revisions. Final Proposal Revisions shall be requested only once; unless the State makes a determination that it is advantageous to conduct further discussions.

18. Contract Award

Award of a contract will be made to the most responsive and responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria set forth in the solicitation.

19. Public Record

All Proposals submitted in response to this Request For Proposal shall become the property of the State and shall become a matter of Public Record available for review, subsequent to the award notification, as provided for by the Arizona Procurement Code.



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